

It does not appear that plaintiff had any legal or equitable claim in respect of wages or compensation in lieu of wages for the period of her novitiate. She had entered the religious society on the conditions set forth in the constitutions, wherein she had been instructed, and as a lay sister was bound to serve without wage or reward. So long as she remained in the society no pecuniary claim could arise; her services had been compensated from day to day by the enjoyment of the communal life. Nor could she complain when discharged from that life unless that severance was made without good cause.

It is the dismissal which according to the finding of the jury gives ground of complaint, and the damages for that wrongful dismissal (as found by the jury) are what plaintiff may be regarded as having lost for the future, estimated at \$5,000. For this sum the verdict has to be maintained, though the amount is excessive. The constitution of the society does not in terms provide for cases of insanity supervening prior to the final vows. No doubt during the unsound period the vow of obedience would not be operative, and had the actual dismissal been during any period of mental unsoundness, there would be more difficulty in plaintiff's way.

The jury must be taken to have affirmed temporary insanity and to have absolved defendants from liability as to the deportation and incarceration of plaintiff at Long Point asylum. But on the undisputed facts she was declared by the authorities at that institution to be completely recovered in the middle of August, 1901, and the release from her vows (which was the order of dismissal) was not given to plaintiff till the 6th September, when she was in full possession of her faculties. The constitution calls for the existence of grave cause before any one can be sent away from the society, and upon this issue, in which the onus lay on defendants, they have failed to satisfy the jury. Though the ultimate control in matters of dismissal rests with the authorities in France, yet there is power of delegation given by the constitution, and the release from vows was in this case forwarded from Paris to be acted on by the lady superior at London, Ontario, according to her discretion. There was a cause of action within this province when that discretion was exercised adversely to plaintiff, and the release transmitted from London to be given to plaintiff at Montreal.

The defendants the Mount Hope Institute are not implicated in this transaction, and as against them the action should be dismissed with costs.

Judgment for plaintiff for \$5,000 against the other defendants, with costs of so much of the action as relates to the claim for dismissal.